

**NON-RECORDABLE LICENSE AGREEMENT**

License No. #####

**United States of America  
Department of Energy  
National Nuclear Security Administration**

LICENSE TO

**AWARDEE**

FOR

**INSTALLATION AND OPERATION OF A PHOTOVOLTAIC ELECTRIC  
GENERATING SYSTEM AT THE LAWRENCE LIVERMORE NATIONAL  
LABORATORY**

This License is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the United States of America, acting by and through the United States Department of Energy, National Nuclear Security Administration (DOE/NNSA), hereinafter referred to as the "LICENSOR," and the **AWARDEE, address**, hereinafter referred to as the "LICENSEE" for installation and operation of a photovoltaic solar electric generating system, hereinafter referred to as the "System," together with rights of ingress and egress, on Lawrence Livermore National Laboratory, hereinafter referred to as "LLNL," Livermore, California, as shown on the map, attached hereto and made a part hereof as Exhibit A, and hereinafter referred to as the "Premises." The LICENSOR and LICENSEE when referred together are called the "Parties."

**WHEREAS**, the LICENSOR represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this License and grant the rights set out in this License.

**WHEREAS**, the LICENSOR desires to receive solar electricity generated by a photovoltaic system installed on the grounds of LLNL for the purpose of meeting federally-mandated renewable energy goals, as set forth in Section 203 and other sections of the Energy Policy Act of 2005, P.L. 109-58 and Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management";

**WHEREAS**, the LICENSOR desires to enter into a contract for the sale of electric power generated by such a system with the United States Department of Energy, Western Area Power Administration (WAPA);

**WHEREAS**, the LICENSOR contracts for the management and operation of LLNL, which contract currently is held by Lawrence Livermore National Security, LLC (LLNS), in its capacity as LICENSOR's Management and Operating Contractor (hereafter referred to as

LICENSOR's "M&O Contractor");

**WHEREAS**, The Licensor is granting the Licensee the rights accorded in this License without monetary cost in order to facilitate Licensee's production and sale of electric power at LLNL at a unit cost acceptable to the Government, and the Licensee is predicating its unit cost for power on receiving such benefit, both agree that valuable and appropriate consideration is being exchanged;

**WHEREAS**, the LICENSEE desires to use the Premises for the purpose of siting, installing, and operating a photovoltaic solar electric generating system to generate solar electricity for on-site use by LLNL, and the LICENSOR agrees to grant a License to the LICENSEE to use the Premises described in Exhibit A for this purpose;

**WHEREAS**, the LICENSOR expressly acknowledges that the License granted herein is effective only to the extent of the rights held by the LICENSOR in the Premises upon which the System is to be constructed and binding only as to the Parties of this License.

**WHEREAS**, the LICENSEE, in its capacity as project developer and system operator, is subject to all federal, state, and local environment, safety, and health requirements applicable to non-federal entities as defined by federal, state, and local laws, ordinances, regulations, policies, requirements, and procedures wherein said Premises is located. LICENSEE will conduct system installation, operation, and maintenance work in accordance with the LICENSOR's environment, safety, and health performance standards;

**WHEREAS**, the LICENSOR, along with its M&O Contractor, is responsible for stewardship of real property holdings and federally-funded assets on the Premises;

**WHEREAS**, the LICENSOR in its capacity as site owner and the LICENSOR's M&O Contractor in its capacity as manager and operator of LLNL are obligated to ensure that the Premises are managed to minimize site impact on that of adjacent neighbors;

**WHEREAS**, the LICENSEE in its capacity as project developer may enter into collateral agreements with third parties for installation of the System, and subsequently its operation and maintenance;

**WHEREAS**, the LICENSOR, LICENSOR's M&O Contractor, and the LICENSEE desire to establish protocols to coordinate project activities and assure that access to the Premises for the installation, operation, and maintenance of the System conforms to LICENSOR's standards;

**WHEREAS**, the LICENSOR has determined that the granting of this License will not be adverse to the interests of the UNITED STATES and is compatible with the public interest.

**NOW, THEREFORE**, it is hereby agreed to as follows:

NON RECORDABLE LICENSE

That the Secretary of Energy, acting by and through the Administrator of the National Nuclear Security Administration, under the authority of Section 161(g) of the Atomic Energy Act, as amended (42 U.S.C. 2201 (g)), having determined that the property hereby licensed is not excess property as defined by Section 3(e) of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 472), is not for the time needed for use for DOE/NNSA purposes, and the licensing thereof will be advantageous to the DOE/NNSA, hereby licenses to LICENSEE the property described in Exhibit A.

The Parties hereto agree, in consideration of the mutual agreements and covenants hereinafter contained, the LICENSOR hereby grants to the LICENSEE and to its successors and assigns, a License to enter upon the Premises to install, construct, maintain, alter, repair, replace, reconstruct, operate, and remove the System on the Premises, subject to the following covenants, conditions, and restrictions:

## **GENERAL PROVISIONS**

### **1. Term and Termination Rights**

A. This License shall be effective upon execution by the LICENSOR and shall continue for a term of twenty (20) years and shall end without further notice, unless terminated or revoked at an earlier date by the LICENSOR.

B. At the end of its full term and with mutual consent of the Parties, this License may be renewed upon written request of the LICENSEE for an additional term not to exceed its original term. The LICENSEE must submit the renewal request at least one (1) year (365 days) prior to expiration of the License.

C. The obligations of the LICENSEE under this License, including those regarding remediation of environmental contamination and removal of structures, facilities, and equipment installed or owned by the LICENSEE, shall remain in effect after the expiration, termination, or revocation of this License, unless otherwise mutually agreed to by the Parties.

D. If for any reason it becomes necessary for the LICENSOR to use the Premises, LICENSEE will be required to vacate within thirty (30) days, or such additional time as provided by the LICENSOR, after receipt of LICENSOR notice to terminate, as sent postage pre-paid, certified, return receipt requested, first class mail in the United States mail.

E. Subject to the notice requirement in Condition F, this License may be terminated, in whole or in part, by the LICENSOR for failure by the LICENSEE to comply with its terms. Termination shall create no liability on the part of the LICENSOR for the capital costs, costs of construction, installation, maintenance, upgrade and removal of facilities, transportation, or relocation of the LICENSEE, and the LICENSEE agrees that none of those costs will be recoverable from the LICENSOR. Additionally, this License may be terminated for any of the following reasons:

1. Non-use of the Premises after one (1) year (365 days) for the purpose or purposes granted;

<b>NON RECORDABLE LICENSE</b>
-------------------------------

2. Termination of the Power Purchase Agreement between the LICENSEE and WAPA, as contemplated by this License;

3. Upon mutual consent of the LICENSOR and LICENSEE, as expressed in writing;

F. In the event the LICENSOR initiates termination for noncompliance, the LICENSOR shall provide the LICENSEE, or its successors or assigns, written notice of its intent to terminate the License. LICENSEE shall have thirty (30) days, or such additional time as provided by the LICENSOR, after receipt of the notice of intent to terminate, as sent postage pre-paid, certified, return receipt requested, first class mail in the United States mail, to come into compliance with the terms hereof, to the reasonable satisfaction of the LICENSOR. If LICENSEE fails to come into compliance within the cure period, this License shall terminate at the expiration of the period provided. In the event of a termination for any reason other than noncompliance, the LICENSOR shall provide a written termination notice, as sent postage pre-paid, certified, return receipt requested, first class mail in the United States mail, to the LICENSEE or its successors or assigns and the termination shall be effective as of the date of such notice.

## **2. System Removal and Site Remediation**

A. At expiration or termination of the License, LICENSEE shall have a reasonable time, not to exceed sixty (60) days or such other time as provided by the LICENSOR to remove all of its structures or improvements located on the Premises. If the LICENSEE fails to perform any required removal within the allotted time, the LICENSOR may perform the required removal in the LICENSEE's place and the LICENSEE shall reimburse the LICENSOR of its expense.

B. Alternatively, LICENSOR may elect to negotiate the sale or other transfer of the System, in which event LICENSEE shall be relieved of its obligation to remove the System.

C. At its sole risk, cost and expense, LICENSEE shall, within one hundred eighty (180) days of expiration or termination of this License, restore the Premises to its original physical and environmental condition, except for ordinary wear and tear not associated with the installation, operation, or removal of the System, or as reasonably specified by the LICENSOR. Ordinary wear and tear does not extend to anything necessitating a remedial, removal, or corrective action. LICENSEE shall leave the Premises in a neat and clean order. Any damage to the Premises resulting from installation, operation, or removal of the System shall be immediately repaired or replaced by LICENSEE, at LICENSEE's expense, to the reasonable satisfaction of LICENSOR. The LICENSOR may, in its sole and absolute discretion, consent to the LICENSEE abandoning all or part of its property and improvements on the Premises, but such consent must be unequivocal and in writing. If the LICENSOR fails to perform any required removal and/or restoration activities, as mutually agreed to in writing by the Parties, the LICENSOR may perform the required removal and/or restoration and the LICENSEE shall reimburse the LICENSOR for reasonable costs of removal and/or restoration.

## **3. Construction, Installation, Use, Operation and Maintenance**

A. All work incidents to the design, construction, installation, use, maintenance, and operation

of the System on the Premises shall be performed by the LICENSEE without cost or expense to the LICENSOR and to the reasonable satisfaction of the LICENSOR. LICENSEE shall submit final plans and specifications of proposed construction to the LICENSOR and LICENSOR's M&O Contractor and agrees to obtain LICENSOR's written approval prior to commencement of construction, alternation, or modification, which approval shall not be unreasonably withheld or delayed.

B. All work connected with the construction, installation, use, maintenance, and operation of the System by the LICENSEE, as contemplated by this License, shall be performed in accordance with applicable federal, state, county, and municipal laws, ordinances, regulations, policies, requirements, and procedures wherein said Premises are located and which govern worker health and safety.

C. The System will be owned and operated by LICENSEE at its sole cost and expense. Any repair or maintenance of the System will be completed by or for LICENSEE, at its sole cost and expense, for LICENSEE'S benefit as legal and beneficial owner or lessee of the System.

D. LICENSEE shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or material man's lien), charge, security interest, encumbrance or claim of any nature (Liens) on or with respect to the Premises or any interest therein. LICENSEE also shall pay promptly before a fine or penalty may attach to the System or Premises any taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by LICENSEE or its agents and subcontractors on the System or Premises. If LICENSEE breaches its obligations under this Section, it shall (i) immediately notify LICENSOR in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to LICENSOR, and (iii) defend and indemnify LICENSOR against all costs and expenses ( including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

E. LICENSOR shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If LICENSOR breaches its obligations under this Section, it shall immediately notify LICENSEE in writing and shall promptly cause such Lien to be discharged and released of record without cost to LICENSEE.

F. LICENSOR, LICENSOR's M&O Contractor and LICENSEE each shall notify the others within twenty-four (24) hours following their discovery of any material malfunction in the operation of the System or of their discovery of an interruption or planned interruption in the supply of Energy Services. LICENSOR, LICENSOR's M&O Contractor and LICENSEE shall each designate personnel and establish procedures to provide notice of such conditions requiring LICENSEE's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. LICENSOR, LICENSOR's M&O Contractor and LICENSEE each shall notify the others upon the discovery of an emergency condition in the System. If an emergency condition exists, LICENSEE shall immediately dispatch the appropriate personnel to perform the necessary repairs or corrective action in an expeditious and safe manner.

#### 4. Interconnection

NON RECORDABLE LICENSE

A. The LICENSEE shall be responsible for providing a suitable interconnection point for the System as agreed to and described in Exhibit B.

B. The LICENSOR shall have remote access to System performance data through a website provided by the LICENSEE. This data will be used for the purpose of administering this License, including verification and validation of production data. LICENSOR agrees that the data may be used for additional purposes in collaboration with LICENSEE, and as agreed either in an attachment to this License or later agreed in writing between LICENSOR and LICENSEE. System performance data shall be real time, twenty-four (24) hours a day/seven (7) days a week (“24/7”) access and include, at a minimum, solar irradiance, DC power, AC real power, AC current, AC voltage, ambient air temperature, PV Module Temperature, and AC energy.

C. The LICENSEE shall be responsible for all costs related to interconnection between the distribution system and the System, including compliance with all applicable metering requirements.

D. The LICENSOR and/or LICENSOR’s M&O Contractor shall provide advance notice to LICENSEE of any planned utility outages necessary for normal operations, facility modifications, testing, and maintenance at the site.

## **5. Solar Access License**

A. LICENSOR hereby grants to the LICENSEE a non-recordable solar access License providing unobstructed access to the sun from the Premises. This non-recordable solar access License is subject to all existing buildings, structures, flora, and experiments which shall not be considered as interfering with LICENSEE’S access to the sun. LICENSOR agrees to use commercially-reasonable efforts to prevent other buildings, structures, or flora within its control from overshadowing or otherwise blocking access of the sunlight to the System and subsequent reduction in System electricity production.

C. LICENSEE, with LICENSOR’s reasonable assistance, is responsible for obtaining solar access rights from any other landowners adjacent to the Premises.

D. LICENSOR cannot guarantee that the LLNL will remain open or active at its current level.

## **6. Licensee’s Indemnity**

LICENSEE agrees that it shall indemnify and hold harmless LICENSOR and LICENSOR’s M&O Contractor (collectively, the “LICENSOR’s Indemnified Parties”) from and against any and all losses incurred by the LICENSOR’s Indemnified Parties to the extent arising from or out of the following:

A. Any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of LICENSEE’S negligence or willful

misconduct incident to the LICENSEE'S use of the Premises, or

B. Any infringement of patents or the improper use of other proprietary rights by LICENSEE or its officers, employees, contractors of any tier, agents, invitees, or other representatives that may occur in connection with the performance of the Installation Work, Energy Services, System Operations, and the ownership and use of the System.

LICENSEE shall not, however, be required to reimburse or indemnify any LICENSOR Indemnified Party for any loss to the extent such loss is due to the negligence or willful misconduct of any LICENSOR Indemnified Party.

## **7. Licensee Performance**

The failure of the LICENSOR to insist in any one or more instances upon strict performance of any of the terms, covenants, or conditions of this License shall not be construed as a waiver or relinquishment of the LICENSOR's right to the future performance of any such terms, covenants, or conditions and the LICENSEE's obligations with respect to such future performance shall continue in full force and effect.

## **8. Licensor Reservations**

A right is reserved by the LICENSOR, its agents, employees, or representatives (including LICENSOR'S M&O Contractor) to enter upon and into the Premises for the purpose of inspection and ensuring compliance with the terms and conditions of this License when otherwise deemed necessary for the protection of LICENSOR'S interests.

## **9. Inspection and Protection of Property**

A. The LICENSOR and LICENSEE have inspected and know the condition of the Premises, and it is understood that the property is granted in a "as is, where is" condition without any representation, warranty, or obligation by the LICENSOR to make any alterations, repairs, improvements, or corrections whatsoever, other than representations made in Condition 16, Warranty of Authority and Representations of this License.

B. The LICENSEE shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to the LICENSOR. Any property of the LICENSOR damaged or destroyed by the LICENSEE incident to the use and occupation of the Premises shall be promptly repaired or replaced by the LICENSEE to the reasonable satisfaction of the LICENSOR or in lieu of such repair or replacement the LICENSEE shall, if so required by the LICENSOR, pay to the LICENSOR money in an amount sufficient to compensate for the loss sustained by the LICENSOR by reason of damages to or destruction of the LICENSOR's property.

C. LICENSOR and/or LICENSOR'S M&O Contractor shall have the right to issue warnings and bar from the Premises violators of construction, operation, environment, safety, and health, and security performance standards.

D. LICENSOR, LICENSOR’s M&O Contractor and LICENSEE will collaborate to conduct routine inspections of the System installation, operation, and maintenance activities to ensure construction, operation, environment, safety, and health performance standards are met and risks to employees, the public, and the environment are minimized. LICENSOR, LICENSOR’s M&O Contractor, and LICENSEE shall each promptly provide the others all inspection reports and any findings and corrective actions.

**10. Covenant Against Contingent Fees**

The LICENSEE warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the LICENSEE for the purpose of securing business. For breach or violation of this warranty the LICENSOR shall have the right to annul this License without liability or, in its discretion, to require the LICENSEE to pay the full amount of such commission, percentage, brokerage, or contingent fee.

**11. Insurance**

All insurance required of the LICENSEE on the Premises shall be for the protection of the LICENSOR and the LICENSEE against their respective risks and liabilities in connection with the Premises. Insurance shall be in such form, for such periods of time, and with such insurers as the LICENSOR may reasonably require or approve. A certificate of insurance or a certified copy of each policy of insurance shall be furnished to the LICENSOR prior to use of the Premises. The LICENSEE agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will furnish to LICENSOR a certificate of insurance or a certified copy of each renewal policy to cover the same risks. During the term of this License, the LICENSEE shall ensure that its activities, as well as the activities of all its contractors at whatever tier performing any construction, operation, maintenance, repair, or replacement on the Premises shall, prior to initiating such work, provide proof of and maintain the following insurance in such companies and on such terms satisfactory to the LICENSOR.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM COVERAGE</b>		
<b>Per Person</b>		<b>Per Accident</b>	<b>Property</b>
1. Comprehensive General Liability	\$3,000,000	\$3,000,000	\$1,000,000
2. Automobile Liability	\$500,000	\$500,000	\$100,000
3. Workman’s Compensation	-----As set by statute in California-----		
4. Employer’s Liability (sometimes referred to as “1(b)” coverage”)	\$500,000	\$500,000	

All policies for insurance shall provide by appropriate language that the United States of America and the LICENSOR’s M&O Contractor for LLNL (currently LLNS) are additional insured’s; and that all rights of the insured for contribution from other insurers of the United States Government and the M&O Contractor for LICENSOR are waived.

**NON RECORDABLE LICENSE**

**12. Transfers and Assignments**

The conditions of this License shall extend to and be binding upon and shall inure to the heirs, representatives, successors, and assigns of the LICENSEE. The LICENSEE shall neither transfer nor assign this License or any area or structure within the devised Premises, nor sublet the Premises or any part of the property, nor grant any interest, privilege, or License whatsoever in connection with this License without the express written permission of the LICENSOR which permission shall not be unreasonably withheld.

**13. Force Majeure**

If a force majeure event has occurred which excuses the performance of the Parties, then performance of the LICENSOR's and LICENSEE's obligations specified herein shall also be excused.

**14. Amendment**

This License may not be amended or superseded except by an agreement in writing executed by the LICENSOR and the LICENSEE. Provided, however, if minor technical adjustments or revisions to the legal descriptions or depictions of the Premises are necessary after the execution of this License and provided the LICENSOR and LICENSEE hereto mutually agree in writing as to such revisions, then revised legal descriptions and depictions may be attached to this License as new exhibits, and in such event formal amendment of this License shall not be necessary.

**15. Recordation**

This License shall not be recorded.

**16. Warranty of Authority and Representations**

The signatories warrant that they have full right and authority to enter into this License. LICENSOR represents that there are no existing encumbrances related to the Premises. LICENSOR represents that the Premises are free of Hazardous Materials and further acknowledges its responsibility to mitigate the impacts associated with pre-existing Hazardous Materials.

**17. Governing Law**

This License, its validity, construction, and all rights hereunder shall to the extent possible, be governed by federal law and regulation. In the event of a dispute, LICENSOR and LICENSEE agree that before filing any action in court, they shall put forth a reasonable good faith effort and attempt to resolve any dispute arising out of or relating to the License through negotiation between representatives of the LICENSOR and LICENSEE who have authority to settle the controversy. LICENSOR and LICENSEE agree to venue in the appropriate Federal Court.

This condition does not preclude consideration of questions of law in connection with decisions provided for in this condition. Nothing in this condition, however, shall be construed as making

**NON RECORDABLE LICENSE**

final the decision of any administrative official, representative, or board on a question of law.

## **18. Availability of Funds**

Implementation and performance under this License by the LICENSOR is subject to the requirements of the Anti-Deficiency Act, 31 USC Section 1512, et seq. The performance by LICENSOR of any of the terms, covenants, or conditions in this License shall be subject to the availability of funds appropriated and allotted by the United States Congress for operation of the LLNL. Nothing shall be construed as implying that Congress will, at a later date, appropriate sufficient funds.

## **SITE ACCESS PROVISIONS**

## **19. Licensor's Delegation of Certain Project Oversight and Management Responsibilities**

LICENSOR may delegate responsibility for certain project oversight and management activities to LICENSOR's M&O Contractor, currently LLNS. LICENSEE acknowledges and accepts LICENSOR's delegation to LICENSOR's M&O Contractor, acting on behalf of LICENSOR. Such delegated oversight and management responsibilities may include, but are not limited to, oversight of project activities; environment, safety and health; security; and access control. The details of LICENSOR's M&O Contractor's performance standards for these oversight and management responsibilities shall be established through the collaborative development and implementation of applicable project oversight and management documents. The LICENSOR's M&O Contractor's responsibilities shall be within the scope of the delegation and subject to review and approval by LICENSOR's Contracting Officer.

## **20. Project Planning and Execution**

A. LICENSEE shall collaborate with LICENSOR and LICENSOR's M&O Contractor to define and execute a comprehensive and efficient project management and execution plan. The plan will address the construction, installation, commissioning, interconnection, readiness verification, operations, and maintenance phases, including a risk-graded approach to address hazards, hazard mitigation, and inspections.

B. LICENSOR's M&O Contractor shall make available to LICENSEE all relevant technical schematics, drawings, and specifications necessary for interconnection of the System to the existing electrical system.

C. LICENSEE shall take all reasonable steps necessary to reduce the impact on LICENSOR's neighbors and LICENSOR's M&O Contractor's on-going operations during construction and operation.

D. LICENSOR must approve the final project management and execution plan prior to the start of construction; and LICENSOR must approve the final interconnection of the system to LICENSOR's electrical infrastructure, approval not to be unreasonably withheld.

E. LICENSEE is responsible for all work performed on the Premises and the delivery, storage, security, and disposition of all materials delivered to the Premises until completion of the installation and during maintenance and operation of the System in accordance with LICENSOR's environment, safety, and health and security and access control performance standards.

## **21. Environment, Safety and Health Management**

A. LICENSEE shall assure LICENSOR and LICENSOR's M&O Contractor that its designated on-site environment, safety, and health (ES&H) manager is knowledgeable in applicable federal, state and local ES&H requirements. LICENSEE shall assure LICENSOR and LICENSOR's M&O Contractor that its contractors and employees are trained in, familiar with, and comply with LICENSOR's ES&H policies, procedures, and standards.

B. LICENSEE shall notify LICENSOR and LICENSOR's M&O Contractor within two (2) hours of any employee injury/illness at the Premises requiring medical attention in excess of first aid, or incidents at the Premises that result in damage to equipment or facilities, or threats or impacts to the environment.

C. LICENSEE shall suspend operations at the Premises and immediately notify LICENSOR and LICENSOR's M&O Contractor if unanticipated conditions are encountered that present a possible ES&H exposure (e.g., imminent danger, suspected hazardous materials, accidental release of hazardous material, or possible archaeological sites). LICENSEE must formally inform all its workers and contractors that they have stop work authority when these conditions are encountered. A hazard assessment must be completed and appropriate controls identified to mitigate the identified hazard(s) prior to beginning work.

D. LICENSEE shall conduct activities on the Premises within the scope of any environmental assessments and determinations made by LICENSOR pursuant to the National Environmental Policy Act (NEPA). LICENSEE shall not initiate any construction or take any other actions until LICENSOR issues a NEPA clearance. If changes are anticipated to the scope of activities as described in the applicable NEPA documents and determinations, or if the scope of activities is desired to be expanded, LICENSEE has a continuing notification obligation, and shall notify LICENSOR and LICENSOR's M&O Contractor of any proposed change(s). Requirements for additional NEPA documents or determinations shall be determined on a case-by-case basis. LICENSEE shall provide information as requested to support any future NEPA determinations.

E. LICENSEE shall conduct activities on the Premises within the scope of any Fire Protection Practices in accordance with LICENSOR's environment, safety, and health performance standards.

F. LICENSEE shall take all necessary and reasonable safety precautions with respect to compliance with all applicable laws pertaining to the health and safety of persons and real and personal property, including applicable state and local standards for public health and safety, environmental protection and siting, construction, operation and maintenance, if these state and local standards are more stringent than federal standards for such projects.

G. LICENSEE shall provide an easily, accessible bulletin board or other suitable information center on the Premises, ensuring that employees know its location, and posting the following as a minimum:

1. Emergency telephone numbers;
2. LICENSEE's project management and execution plan or advisement of a location where it may be accessed; and
3. Any other posting(s) required by law.

## **22. Alterations**

No additions to, or alterations of the Premises other than those specifically provided for under the terms of this License, shall be made without the prior written consent of the LICENSOR, to be given or withheld in LICENSOR's sole discretion.

## **23. Permits and Responsibilities**

LICENSEE, without expense to LICENSOR, shall be responsible for obtaining any necessary licenses and permits.

## **24. Notices of Violation or Alleged Violations, Fines, and Penalties**

A. LICENSEE shall immediately notify LICENSOR, with a copy to LICENSOR's M&O Contractor, of any notice it may receive regarding Notice of Violations (NOV) or Notice of Alleged Violations (NOAV) issued by federal, state, or local regulators associated with LICENSEE's installation, operation, and maintenance of the System.

B. LICENSEE shall at its own expense immediately correct the conditions that resulted in the NOV/NOAV consistent with the issuing authority's regulations and to the reasonable satisfaction of LICENSOR. LICENSEE shall at its own expense, support and provide assistance to LICENSOR and LICENSOR'S M&O Contractor concerning any matter arising under an NOV/NOAV.

C. LICENSEE shall accept all responsibility, including payment, for valid fines and penalties issued by federal, state, or local regulators resulting from the actions of LICENSEE, its agents, representatives, or invitees for acts or failures to act after the effective date of this License.

## **25. Introduction, Management, and Disposal of Fuels, Hazardous or Toxic Materials and Waste**

A. LICENSEE shall limit the introduction of fuels and hazardous or toxic materials to that required for daily on-site use. LICENSOR and LICENSOR's M&O Contractor shall be provided with written notification prior to these materials being brought onto the Premises. The

notification shall include the materials, quantities, intended use, and material safety data sheets. Written approval must be obtained from the LICENSOR prior to these materials being brought onto the Premises. All such materials will be stored in approved containers in compliance with federal, state, and local regulatory requirements. Any spills of hazardous, toxic or petroleum-based materials shall be reported immediately to LICENSOR and LICENSOR's M&O Contractor. LICENSEE is responsible for clean-up, disposal, and appropriate remediation actions resulting from any spills, leaks, or accidental discharges, resulting from its acts or failure to act. These activities must be coordinated with the LICENSOR and LICENSOR's M&O Contractor. LICENSEE shall minimize all wastes produced and shall remove these wastes from the premises and LLNL promptly at its own expense, in compliance with federal, state, and local regulatory requirements.

## **26. Site Access, Access Control, and Security**

A. It is expressly understood that LICENSOR and LICENSOR's M&O Contractor may limit or restrict the right of access herein granted in any manner considered necessary for national security emergencies, site emergency, or other emergency situations and in accordance with LICENSOR's M&O Contractor's emergency preparedness, notification, and response performance standards. In the event of such emergencies LICENSOR or LICENSOR's M&O Contractor will notify LICENSEE immediately and will provide LICENSEE access to the Premises as soon as possible as dictated by such emergency and emergency response. At all other times, LICENSOR will ensure LICENSEE's unrestricted access to the site in accordance with LICENSOR's security and access control performance standards.

A. LICENSOR's agents, including LICENSOR's M&O Contractor when designated by LICENSOR, shall have the right to enter the Premises when necessary to perform reasonable inspection of the Premises and for such other purposes consistent with (8) above.

B. LICENSOR's M&O Contractor shall provide perimeter security for the Premises in accordance with its standard security procedures and operations on the Premises. This is rendered as an accommodation only, and does not give rise to any liability on the part of LICENSOR or LICENSOR's M&O Contractor for loss due to theft, vandalism, or other cause.

C. LICENSEE shall ensure any system design and operation reduces nuisance to the lowest level achievable within safety and security considerations. Any temporary lighting installed will be properly directed.

D. LICENSEE shall adhere to access control procedures required by LICENSOR and LICENSOR's M&O Contractor's security and access control performance standards, in accordance with DOE policies regarding access by U.S. Citizens and Foreign Nationals.

**27. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements**

LICENSEE shall employ reasonable methods to protect from damage existing vegetation, structures, utilities, and improvements:

1. At, upon, or near the Premises, and
2. On adjacent property, whether owned by the Licensor or others, the locations of which are made known to or should be known by LICENSEE.

**28. Operations and Storage Areas**

A. LICENSEE shall confine all operations (including storage of materials) on the Premises to areas authorized and approved by LICENSOR and LICENSOR's M&O Contractor, which site shall be reasonably accommodating for staging purposes.

B. Temporary buildings (e.g., storage sheds, shops, offices) may be erected and utilities installed by the LICENSEE only with the approval of LICENSOR and LICENSOR's M&O Contractor, whose approval shall not be unreasonably withheld. Construction and installation shall occur with labor and materials furnished by LICENSEE without expense to LICENSOR or LICENSOR's M&O Contractor. The temporary buildings and utilities shall remain the property of LICENSEE and shall be removed by LICENSEE at its expense upon completion of System installation.

C. LICENSEE shall use only established roadways or other routes authorized by the LICENSOR or the LICENSOR's M&O Contractor. When it is necessary to cross curbs or sidewalks, LICENSEE shall protect them from damage. LICENSEE shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

**29. Cleaning Up**

A. LICENSEE shall at all times keep the Premises, including storage areas, free from accumulations of waste materials. Before completing the Installation Work, LICENSEE shall remove from the Premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of LICENSOR and leave the area in a clean, neat, and orderly condition, satisfactory to the LICENSOR and LICENSOR's M&O Contractor.

B. During the maintenance and operation of the System, LICENSEE shall keep the Premises and storage areas in a clean, neat, and orderly condition, to the reasonable satisfaction of LICENSOR and LICENSOR's M&O Contractor.

**30. LICENSOR's and LICENSOR's M&O Contractor's Right to Stop Work**

A. Employees, officials, and agents of LICENSOR and/or LICENSOR's M&O Contractor shall have the right, at any time, to require LICENSEE and its employees, officials, agents, and

contractors to stop all, or any part, of the installation, operation and maintenance of the System on the Premises when, in their sole judgment, an imminent hazard to employees, the public, or the environment exists.

B. Upon verbal direction, followed up by a formal notice, or receipt of a stop work order, LICENSEE shall immediately comply with its terms. LICENSOR's Contracting Officer will contact LICENSEE to resolve the stop work order.

C. LICENSEE shall not be entitled to and neither LICENSOR nor LICENSOR's M&O Contractor shall be liable for any damages, losses, or claims of any nature arising from or associated with such stop work order.

LICENSOR and LICENSOR's M&O Contractor will work with LICENSEE to promptly address and mitigate the hazard, and to resume System installation, operation, or maintenance activities.

### **31. Nondiscrimination**

During the use of the Premises and in the construction, operation, maintenance, and termination of the System authorized by this License, the LICENSEE shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. All subcontracts shall include an identical provision.

### **32. Miscellaneous**

A. Additions to This Agreement. Any alteration or augmentation of this License must be in writing and agreed by both the Parties.

B. Written Notices. All notices to be given pursuant to this License shall be sent postage pre-paid, certified, return receipt requested, first class mail in the United States mail and shall be addressed as follows:

a. to LICENSEE:

Name, Title, Organization, Address

b. to LICENSOR:

Name, Title, Organization, Address

These addresses may be amended from time to time by written notice directed to the other Party.

C. Definition of Hazardous Material: Hazardous Materials shall mean any substance or chemical which is a "health hazard" or "physical hazard," including: chemicals which are carcinogens, toxic agents, irritants, corrosives, sensitizers; agents which act on the hematopoietic system; agents which damage the lungs, skin, eyes, or mucous membranes; chemicals which are combustible, explosive, flammable, oxidizers, pyrophorics, unstable-

reactive or water-reactive; chemicals which in the course of normal handling, use, or storage may produce or release dusts, gases, fumes, vapors, mists or smoke which may have any of the previously mentioned characteristics; and any item or chemical which can cause harm to people, plants, or animals when released by spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

**Attachments to License**

Exhibit A: Description of the Premises

Exhibit B: Interconnection Details

**Authorized Representatives and Points of Contact**

The LICENSOR Representative shall be:

The LICENSEE Representative shall be:

LICENSOR, LICENSOR M&O Contractor and LICENSEE each will assign a single project point-of-contact for all matters arising under this License to ensure coordinated and efficient communication.

LICENSOR Federal Project Manager shall be:

LICENSOR Contracting Officer shall be:

LICENSOR M&O Contractor's Point of Contract shall be:

LICENSEE'S Project Manager shall be:

LICENSOR, LICENSOR's M&O Contractor and LICENSEE shall promptly notify each other with any change to the individuals identified above or their contact information. Such changes shall be effective upon receipt of written notice.

Upon receipt of written notice, such change shall be incorporated into this License and no formal modification shall be required.

**Notices**

No notice, order, clarification, direction, determination, requirement, consent, agreement, or approval under this License shall be of any effect unless provided in writing by certified return receipt mail to the authorized representatives at the address set out above.

**NON RECORDABLE LICENSE**

IN WITNESS WHEREOF, this License is executed on the day and year first written above by:

**UNITED STATES OF AMERICA, Department of Energy/NNSA**

\_\_\_\_\_  
LICENSOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY SEAL:**

**LICENSEE**

\_\_\_\_\_  
LICENSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY SEAL:**

**NON RECORDABLE LICENSE**